

**Exhibit A**

**EAS Locations for Originating and Terminating**

**Feature Group A Access Service**

Primary Office Company		Secondary Office Company		
<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>CLLI CODE</u>	<u>NPA-NXX</u>	<u>ACCESS LINES</u>

**Exhibit B**

**Location for LATA Wide Termination  
of Feature Group A Access Services in**

**Non-EAS Calling Areas**

**SECONDARY OFFICE**

**COMPANY**

<b><u>CLLI CODE</u></b>	<b><u>NPA-NXX</u></b>	<b><u>Access Lines</u></b>	<b><u>% Ownership of Transport Facilities</u></b>	<b><u>LATA</u></b>
-------------------------	-----------------------	----------------------------	---	--------------------

**APPENDIX HOST**

**AUGUST 1996**

## **Appendix HOST**

This Appendix sets forth the terms and conditions under which SWBT will perform hosting responsibilities for LSP for (1) the provision of billable message data and/or access usage data received from such LSP for distribution to the appropriate billing and/or processing location via SWBT's in-region network or via the nationwide Centralized Message Distribution System (CMDS) or (2) billable message data and/or access usage data received from other Local Exchange Carriers or from CMDS to be distributed to such LSP. This Appendix covers hosting in region (i.e., Missouri, Arkansas, Kansas, Oklahoma and Texas) and hosting out of region. Hosting out of region is only available to an LSP that is a Full Status Revenue Accounting Office (RAO) company.

### **I. DEFINITIONS**

- A. Access Usage Record (AUR) - a message record which contains the usage measurement reflecting the service feature group, duration and time of day for a message which is subsequently used by a Local Exchange Carrier to bill access to an Interexchange Carrier.**
- B. Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System - Nationwide system used to produce information reports that are used in the settlement of Local Exchange Carrier (LEC) revenues recorded by one BCC (or Local Exchange Carrier within the territory of that BCC) and billed to a customer of another BCC (or Local Exchange Carrier within the territory of that BCC) as described in accordance with the Bellcore Practice BR 981-200-110.**
- C. Billable Message Record - a message record containing details of a completed call which has been carried by a Local Exchange Carrier over Local Exchange Carrier facilities and is to be used to bill an end user.**
- D. Centralized Message Distribution System (CMDS) - the national network of private line facilities used to Exchange Message Record (EMR) formatted billing data between a company originating a message and the company billing for a message.**
- E. Exchange Message Record (EMR) - Industry standard message format as described in accordance with the Bellcore Practice BR 010-200-010 which was developed to facilitate the exchange of telecommunications message information.**
- F. Full Status Revenue Accounting Office (RAO) - an LSP that is responsible for formatting EMR records, and for editing and packing of such detail records into files for distribution.**
- G. In-Region Hosting - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate in a region and are delivered by the LSP to SWBT at a mutually agreed upon location within the territory of SWBT to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another Local Exchange Carrier to be delivered to the LSP for billing to its end user located within the five state territory of SWBT.**

- H. **Out-of-Region Hosting** - Includes the transport of (1) billable message record data for Local Exchange Carrier transported messages and/or access usage record data that originate out of region and are delivered by the LSP to SWBT and are to be sent to another Local Exchange Carrier for billing; and (2) billable message record data and/or access usage data received from CMDS or another Local Exchange Carrier to be delivered to the LSP for billing to its end user located outside SWBT's five state territory.
- I. **Non-Full Status Revenue Accounting Office (RAO)** - An LSP that has assigned responsibility to SWBT for editing, sorting and placing billing message record detail and/or access usage record detail into packs for distribution.

## **II. RESPONSIBILITIES OF THE PARTIES**

- A. All data forwarded from LSP must be in the industry standard EMR format in accordance with Bellcore Practice BR 010-200-010. The LSP is responsible to ensure all appropriate settlement plan indicators are included in the message detail, i.e., the Bellcore Client Company Calling Card and Third Number Settlement (BCC CATS) System. The LSP acknowledges that the only message records subject to this Hosting Appendix are those that arise from Local Exchange Carrier transported billable messages and/or access usage records to be used by a Local Exchange Carrier for the purpose of billing access to an Interexchange Carrier.
- B. When LSP delivers billable message data and/or access usage data to SWBT which must be forwarded to another location for billing purposes, SWBT will accept data from the LSP, perform edits required to ensure message detail and access usage records are consistent with CMDS specifications, and use its in region data network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver this data to the appropriate billing and/or processing company.

If LSP is not a Full Status RAO Company, SWBT will also sort billable message detail and access usage record detail by Revenue Accounting Office, Operating Company Number or Service Bureau and split data into packs for invoicing prior to using its in region network to forward this data to the appropriate billing company or to access the national CMDS network in order to deliver such data to the appropriate billing company.

- C. For billable message data and/or access usage data received by SWBT for delivery to an LSP location, SWBT will use its in region data network to receive this data from other Local Exchange Carriers or from CMDS in order to deliver such billable message data and/or access usage data to the agreed upon billing LSP location.
- D. When out of region hosting is being performed by SWBT, SWBT will provide, upon request of the LSP, optional standardized reports that can be used by the LSP to track any billable message data and/or access usage data that does not qualify for settlement within the existing nationwide settlement systems (i.e., BCC CATS, BEARS). These reports are referred to as Non-Intercompany Settlement (ICS) Tracking Reports.

- E. SWBT agrees to limit its use and distribution of any customer-specific information provided by Brooks to the performance of service under this Appendix, except upon such terms as may be agreed upon between Brooks and SWBT in writing.

### III. BASIS OF COMPENSATION

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records that are received from the LSP and destined for delivery to another location for billing, at the rates listed below:

Per Record Charge	
Full Status RAO Company	
In Region Network	\$ .037
National CMDS Network	\$ .040
Non-Full Status RAO Company	
In Region Network	\$ .042
National CMDS Network	\$ .045

As part of this per record charge, SWBT will provide Confirmation and/or Error Reports and any Intercompany Settlement (ICS) Reports, such as the Bellcore Client Company Calling Card and Third Number Settlement System (BCC CATS), as needed.

LSP agrees to pay SWBT a per record charge for billable message records and/or access usage records which are entered on a magnetic tape or data file for delivery to the LSP, at the rate listed below:

Per Record Charge	\$ .003
-------------------	---------

SWBT is participating in the development of a Non-Intercompany Settlement report. Once developed, SWBT will make it available to LSP at a per monthly charge. LSP, at its option, can obtain the report from SWBT by agreeing to pay the monthly charge.

### IV. MONTHLY BILLING

Billing statements detailing charges for services provided by SWBT will be rendered monthly by SWBT to the LSP. Remittance in full by the LSP will be made within 30 days of the billing date.

### V. LIABILITY

- A. Any failure to populate accurate information in accordance with Section II.A. will be the responsibility of the LSP.
- B. SWBT will not be liable for any costs incurred by the LSP when the LSP is transmitting data files via data lines and a transmission failure results in the non-receipt of data by SWBT.
- C. SWBT SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY

**DAMAGES RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH, THIS APPENDIX except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder.**

- D. SWBT shall not be liable for any losses or damages arising out of errors, interruptions, defects, failures, or malfunction of the services provided hereunder, including any and all associated equipment and data processing systems, except such losses or damages caused by the sole negligence of SWBT. Any losses or damage for which SWBT is held liable under this Appendix shall in no event exceed the amount of charges made for the services provided hereunder during the period beginning at the time SWBT receives notice of the error, interruption, defect, failure or malfunction to the time service is restored.**
- E. The LSP agrees to release, defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorney fees, that it may incur as a result of claims, demands, or other suits brought by any party that arise out of the use of this service by the LSP, its customers or end users except for claims arising from SWBT's provision of services hereunder. In circumstances where the LSP's obligations under this subsection apply, the LSP shall defend SWBT against all end user claims just as if LSP had provided such service to its end users with its own employees.**
- F. The LSP also agrees to release, defend, indemnify and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person(s), caused or claimed to be caused, directly or indirectly, by SWBT employees and equipment associated with provision of this service. This includes, but is not limited to suits arising from disclosure of any customer specific information associated with either the originating or terminating numbers used to provision this service.**

#### **VI. DISCLAIMER OF WARRANTIES**

**SWBT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF THE DATA SUPPLIED BY LSP WHEN THIS DATA IS ACCESSED AND USED BY A THIRD PARTY.**

**APPENDIX UNC**

**AUGUST 1996**



## Appendix UNC

Unbundled Network Components (UNC) Service provides a number of SWBT network components which, when utilized with the LSP's interconnection arrangement, will allow the LSP to provide a connection from its switch to its end user's location. This Appendix shall apply to unbundled elements requested by US Long Distance or the states of Missouri, Arkansas, Kansas and Oklahoma.

The UNC Service provides LSPs the ability to offer Exchange Services using individual or combined SWBT-provided network elements. UNC is intended to be used for the origination and termination of switched traffic. Switched traffic may or may not involve a SWBT switch. The connection from the LSP's to SWBT's network may utilize facilities obtained through negotiated interconnection arrangements including collocation.

The UNC Service is provided where facilities are available in accordance with the specifications, interfaces and parameters described in SWBT Technical Publications. LSPs ordering UNC Service are responsible for obtaining or providing facilities and equipment that are compatible with SWBT's UNC Service. Once the UNC Service is disconnected, the components are again available to SWBT for future provisioning needs of other customers.

The UNC Service components are:

Loop: The physical path, distinguished by technical parameters, bandwidth or bit rate, between a network interface on the customer's premises and a point of termination (e.g., MDF, DSX-1) in the SWBT Central Office. Transport mileage may be required to extend the loop to another SWBT Central Office for traffic aggregation.

Loop Cross Connect: The physical cross connect from a termination point to a SWBT-provided switched port, a SWBT-provided multiplexer or facility, a customer-provided multiplexer or facility.

Switched Port: SWBT central office switch interface hardware providing access to switching functions.

Local Switching: Provides call processing and switching in a SWBT switch.

Local Switch Transport: Provides for the transport of information to and from SWBT's network within a pre-defined local calling scope on a usage sensitive basis (per minute of use), one minute minimum per call.

**Limitations on Unbundled Access:** LSP shall not cross-connect a SWBT unbundled loop to a SWBT provided unbundled switched port. Rather, LSP shall purchase a network access line under applicable tariffs until such time as the FCC Order in Docket No. 96-98 becomes final and effective..

The LSP shall pay the charge for each of the UNC elements that it utilizes in the provision of services. All components described above may be purchased from this Appendix. This includes the mileage components for transport to extend the unbundled loop to another SWBT Central Office for aggregation of traffic.

*Special Construction Charges:*

Rates and charges for special construction are special quotations and will be based on estimated cost incurred by SWBT and may include (1) one-time service charges, (2) recurring type charges, (3) termination liabilities, (4) or combination thereof. Special construction rates are charged in addition to rates and charges for UNC Service in this Appendix. The charges will be assessed in cases where facilities are not available or requirements of the LSP are different from the existing deployed network.

*Nonrecurring Charges:*

As noted in the "UNC Rate Element" discussion, a nonrecurring charge shall be applicable for the installation of UNC. LSP shall pay nonrecurring charges for the first connection on an order as well as separate nonrecurring charges for each additional connection associated with that same LSP order at the same end user's premises.

*Changes in Providers:*

The conversion of a SWBT account to an LSP account or the conversion of an account from one LSP to another LSP utilizing UNC Service will be treated as a disconnect of the current account and a new connect of the UNC Service account.

*Maintenance of Service Charge:*

The LSP shall pay a Maintenance of Service Charge to SWBT when SWBT dispatches personnel to the end user's premises served by UNC Services and finds the trouble is in the equipment or communications systems located on the end user's side of the demarcation point. Basic Time is work related efforts of SWBT performed during normally scheduled working hours. Overtime is work related efforts of SWBT performed outside of a normally scheduled work day. Premium Time is work related efforts of SWBT performed outside of a normally scheduled work week.

Maintenance of Service Periods	1st ½ hour or fraction thereof	Each Add'l ½ hour or fraction thereof
Basic Time	\$26.24	\$21.32
Overtime	\$31.65	\$26.73
Premium Time	\$36.67	\$32.15

*Spectrum Management:*

In order to minimize possible signal interference with other customer services in a particular

facility that carries an unbundled loop, the following parameters apply:

#### **2-Wire Analog Loop (8db)**

This exchange facility loop supports 2-wire analog, voice frequency, voice bandwidth services with or without loop start signaling. The maximum end-to-end transmission loss for this loop facility is 8db, as measured at one KHz. On-hook transmission capability is provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Example of supported service/technologies: Traditional loop start POTS for both residential and business customers.

Supported Voice Bandwidth: 300 Hz to 3000 Hz.

#### **2-Wire Analog Loop (5db)**

This exchange facility loop supports 2-wire, analog, voice frequency, voice bandwidth services, including three choices of loop signaling: (1) loop start, (2) ground start, and (3) wink start. The maximum end-to-end transmission loss for this 5dB, as measured at 1 KHz. On-hook transmission capability is also provided. End-to-end DC continuity may or may not be supported. Only analog signals may be applied to this facility. Therefore, digital signals cannot be applied to this exchange facility loop. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Examples of supported services/technologies include: Traditional loop start POTS, PBX combination trunks (loop start or ground start), and PBX DID trunks (wink start).  
Supported Voice Bandwidth: 300 Hz - 3000 Hz

#### **2-Wire Digital Loop**

This exchange facility loop supports 2-wire, switched, digital services. End-to-end DC continuity may or may not be provided through the exchange facility path. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to applicable FCC rules.

Supported Usable Bandwidth: Up to 40 KHz

#### **4-Wire Digital Loop**

This exchange facility loop will support 4-wire digital service. End-to-end DC continuity

may or may not be provided. SWBT reserves the right to control the spectrum management of the exchange facility. SWBT may terminate signals applied by LSPs which interfere with other services and customers using the same exchange facility pursuant to SWBT's Tariff FCC No. 73, Section 2.1.5(c) and applicable FCC rules.

Examples of supported services/technologies include: Primary Rate ISDN, HDSL.  
Supported Usable Bandwidth: Up to 772 KHz

#### **Rates and Charges:**

UNC rate elements are available from SWBT on a per element, per month basis with the exception of Local Switching and Local Switch Transport. Local Switching and Local Switch Transport will be provided on a per minute of use basis. Transport Usage will be measured beginning when the transport facilities are seized and ends when a signal is received by SWBT that the call has terminated. There is a one minute minimum Local Switch Transport charge for each call utilizing UNC service. Transport extension of the unbundled loop will be at 1:544MB or higher. Rates and charges for are contained on Schedule 1 - Price List. Subject to the true up and refund provisions identified below, the state-specific rates for the unbundled 8db loop shall be in effect for one year from the date the Parties signed the Interconnection Agreement. By entering into this Agreement at the above prices, Brooks does not necessarily agree that such rates are reasonable and appropriate under the Telecommunications Act of 1996 and the FCC's Interconnection Order, but accepts such prices in order to avoid delay to its introduction of service and subject to its rights under the "More Favorable Provisions" section of the Agreement.

#### ***True Up and Refund***

SWBT's loop prices are currently before the State Commission in arbitration proceedings. If the unbundled loop prices which result from the arbitration proceedings are lower than the rates in effect during the initial year of this Agreement, SWBT shall true up the charges paid by Brooks from the date this Agreement is signed until the date the Commission's arbitration result becomes final, and refund the difference to Brooks. Thereafter, and through the initial term of this Agreement, the loop prices to be paid by Brooks shall be the lower arbitrated rates. If the unbundled loop prices which result from the arbitration proceedings are higher than the rates in effect during the first year of this Agreement, the rates charged to Brooks shall remain the same throughout the remainder of the initial term of this Agreement.

**APPENDIX DA**

**AUGUST 1996**

## **Appendix DA**

### **DIRECTORY ASSISTANCE SERVICE**

This Appendix sets forth the terms and conditions under which SWBT agrees to provide Directory Assistance services for the LSP.

#### **I. SERVICE**

Directory Assistance (DA) Service consists of providing subscriber listing information (name, address, and published telephone number or an indication of "non-published status") to LSP's end users who call DA and whenever appropriate, performing Non-Published and Non-List service according to current SWBT methods and practices.

Directory Assistance Call Completion (DACC) service consists of SWBT completing a call to the requested number on behalf of LSP's end user, utilizing the Interactive Voice System (IVS) or having the operator complete the call.

SWBT agrees to provide DACC in areas where the LSP can furnish Automatic Number Identification (ANI) from its end user to SWBT's TOPS switch and where the LSP obtains DA service from SWBT.

The LSP commits that any contractual arrangement it has with another Operator Service Provider does not conflict with SWBT's provision of DACC. The LSP indemnifies SWBT from any and all causes of action which may be brought by an alternate Operator Service Provider for any type of alleged wrongdoing, including but not limited to, any allegations of interference of a contract involving the LSP.

#### **II. DEFINITIONS**

The following terms are defined as set forth below:

- A. ANI - Automatic Number Identification
- B. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber, is not published in a telephone directory, but is available by calling a SWBT DA operator.
- C. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.

- D. **Published Number** - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.
- E. **IntraLATA home NPA** - Where a LATA is comprised of one area code or Numbering Plan Area (NPA).
- F. **IntraLATA Foreign NPA (FNPA)** - Where a single LATA includes two Numbering Plan Areas (NPAs). FNPA DA calls may be classified as interstate intraLATA or intrastate intraLATA DA calls.

### **III. RESPONSIBILITIES OF SWBT**

- A. SWBT will perform DA Service for the LSP in the exchanges shown in Exhibit 1, which is attached and made part of this Appendix.
- B. SWBT will provide and maintain its own equipment to furnish DA Services for the exchanges listed in Exhibit I.
- C. SWBT will provide DA Service to LSP end users from its current DA records and in accordance with SWBT's methods, practices, and procedures, unless otherwise agreed to in writing by both parties.
- D. SWBT will provide intraLATA home NPA DA Service and IntraLATA FNPA DA Service to Customers who dial 411 or NPA+ 555 + 1212.
- E. SWB will provide branding when technically feasible, and only to the extent LSP pays for any costs including software or hardware upgrades necessary to provide such service to its customers, or if LSP agrees to submit traffic solely on dedicated trunk groups.
- F. SWBT shall include updated information in its DA database supplied by LSP.
- G. SWBT shall provide DACC to LSP's end users for local, intrastate, intraLATA and interstate intraLATA calls only.

### **IV. RESPONSIBILITIES OF THE LSP**

- A. The LSP will be responsible for providing and maintaining the equipment necessary for routing calls and signals to the SWBT serving office and also such equipment as may be necessary to record call volumes from the LSP serving office, in a mutually agreed upon format and media.
- B. The LSP will furnish in writing to SWBT, in advance of the date when the DA services are to be provided, all end user records and information required by SWBT

to provide the Service.

- C. The LSP will keep end user records current using reporting forms and procedures that are mutually acceptable to both parties, and will inform SWBT, in writing, of any changes to be made to such records. LSP will send the DA records to SWBT via a local manual service order, T-TRAN, magnetic tape or by any other mutually agreed to format or media.

#### V. RESPONSIBILITIES OF BOTH PARTIES

The Party(ies), that provide the circuits between the LSP office and SWBT office will make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capacity of the existing circuits, the Party(ies) will provide additional circuits, to the extent necessary.

#### VI. BASIS OF COMPENSATION

Compensation for DA Service shall be based upon the rates set forth in Exhibit II, which is attached and made part of this Appendix. These rates will apply for \_\_\_\_\_ years from the service effective date for each exchange. After \_\_\_\_\_ years, SWBT may change the rates upon one hundred twenty (120) days' notice to the LSP.

#### VII. INDEMNIFICATION

- A. The LSP agrees to defend, indemnify, and hold harmless SWBT from any and all losses, damages, or other liability, including attorneys' fees that LSP may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of the LSP end user's use of the DA services, except for claims arising from SWBT's own gross negligence or willful misconduct, arising out of SWBT's provision of services hereunder. The LSP shall defend against all end user claims just as if the LSP had provided such service to its end user with the LSP's own operators and shall assert its tariff limitation of liability for benefit of both SWBT and the LSP.
- B. The LSP also agrees to release, defend, indemnify, and hold harmless SWBT from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SWBT employees and equipment associated with provision of the DA Services. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call the DA Services.



**VIII. MUTUALITY**

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT request such services, LSP will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix.

**IX. USE OF INFORMATION**

SWBT agrees to limit its use and distribution of any customer-specific information provided by Brooks to the performance of service under this Appendix, except upon such terms as may be agreed upon between Brooks and SWBT in writing.

**APPENDIX DA**

**EXHIBIT I**

**DIRECTORY ASSISTANCE SERVICES EXCHANGE LIST**

**EFFECTIVE:** \_\_\_\_\_

The following list shows the services and exchanges covered by this Appendix:

<b>SWBT SERVING OFFICE(S)</b>	<b>LSP OFFICE(S)</b>	<b>TOLL<sup>1</sup> (555)</b>	<b>LOCAL (411)</b>	<b>DACC</b>
-----------------------------------	--------------------------	-----------------------------------	------------------------	-------------

---

<sup>1</sup>includes FNPA

APPENDIX DA

EXHIBIT II

BASIS OF COMPENSATION

EFFECTIVE: \_\_\_\_\_

OKLAHOMA

The LSP will pay SWBT charges as set forth in this Exhibit for Directory Assistance Services.

A.	<u>SERVICE</u>	<u>DESCRIPTION</u>	<u>RATE</u>
			(Per Call)
	1. LOCAL DA	411	\$0.2633
	2. TOLL DA	555	\$0.2633
	3. INTRALATA FOREIGN NPA DA	FNPA 555	\$0.2633
	4. DACC	Call Completion	\$0.2046

**APPENDIX OS**

**AUGUST 1996**

## APPENDIX OS

### LOCAL & INTRALATA OPERATOR ASSISTANCE SERVICES

This Appendix sets forth the terms and conditions under which SWBT agrees to provide local and intraLATA operator assistance services ("Operator Services") for the LSP. This Appendix applies only to operator assistance services provided within a Local Access and Transport Area (LATA).

#### I. SERVICES

SWBT will provide the following three tiers of Operator Services:

- A. **FULLY-AUTOMATED** - Allows the caller to complete a call utilizing Automated Alternate Billing Service (AABS) equipment without the assistance of a SWBT operator, hereafter called "Operator."

AABS allows the caller the option of completing calls through the AABS audio response system. AABS will be offered in areas where facilities exist and where the LSP has Automatic Number Identification (ANI) equipment and Touch-tone service in place. AABS cannot be activated from a rotary telephone and failure or low response by the caller to the audio prompts will bridge an Operator to the caller for further assistance. The called party must also have Touch-tone service to accept calls that are billed collect or to a third number.

- B. **SEMI-AUTOMATED** - Allows the caller to complete a call by receiving partial assistance from an Operator or when AABS cannot be activated due to equipment limitations.
- C. **NON-AUTOMATED** - Allows the caller to complete a call by receiving full assistance from an Operator.

#### II. CALL TYPES

SWBT will provide the following call types to the LSP:

- A. **FULLY AUTOMATED CALLING CARD STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized telecommunications calling card for the purpose of this Appendix is one that SWBT recognizes for use in the billing of intraLATA or local calls. This service may also include the following situations:

1. A disabled caller dials zero but cannot complete the call due to the disability. The caller identifies himself or herself as disabled and gives the Operator the desired telephone number and the calling card number to which the call is to be billed.
  2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
  3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section A.
- B. **FULLY AUTOMATED STATION-TO-STATION** - This service is limited to those calls placed collect or billed to a third number. The caller dials 0+(plus) the telephone number desired, the service selection codes and/or billing information as instructed by the AABS equipment. The call is completed without the assistance of an Operator. This service may also include the following situations:
1. The caller identifies himself or herself as disabled and gives the Operator the number to which the call is to be billed (either collect or third number).
  2. When due to trouble on the network or lack of service components, AABS cannot be completed without assistance from an Operator.
  3. When an Operator reestablishes an interrupted call that meets any of the situations described in this section B.
- C. **SEMI-AUTOMATED STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the telephone number desired and the call is completed with the assistance of an Operator. This service may also include the following situations:
1. Where the caller does not dial zero prior to calling the number desired from a public or semi-public telephone, or from a telephone where the call is routed directly to an Operator (excluding calling card calls).
  2. When an Operator re-establishes an interrupted call that meets any of the situations described in this section C.
- D. **SEMI-AUTOMATED PERSON-TO-PERSON** - A service in which the caller dials 0+(plus) the telephone number desired and specifies to the Operator the particular person to be reached or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller

agrees, after the connection is established, to speak to any party other than the party previously specified. This service may also include:

1. Where the caller does not dial a zero prior to dialing the number from a public or semi-public telephone, or where the call is routed directly to an Operator.
2. When an operator reestablishes an interrupted call that meets any of the situations described in this section D.

**E. SEMI-AUTOMATED CALLING CARD STATION-TO-STATION** - A service provided when the caller dials 0+(plus) the desired telephone number, then gives to the Operator the calling card number to which the call is to be charged. The service may also include the following situations:

1. When the caller does not dial zero prior to dialing the number desired from a public or semi-public telephone, or from a telephone that is directly routed to an Operator, and the call is billed to a calling card.
2. When an Operator reestablishes an interrupted call that meets any of the situations described in this section E.

**F. STATION-TO-STATION (OPERATOR HANDLED)** - A service provided when the caller dials 0 and places a sent paid, collect, third number or calling card station-to-station call using an Operator's assistance. These calls may originate from a private, public or semi-public telephone. The service may also include the following situation:

1. When an Operator reestablishes an interrupted call that meets any of the situations described in this section F.

**G. PERSON-TO-PERSON (OPERATOR HANDLED)**- A service in which the caller dials zero and specifies to the Operator the number desired and the person to be reached, or a particular PBX station, department or office to be reached through a PBX attendant, or a particular mobile service point to be reached through a mobile telephone attendant. The call remains a person-to-person call even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified. The service may also include situations when an Operator reestablishes an interrupted call that meets any of the situations described in this section G.

**H. 0- TRANSFER** - A service in which the caller dials zero and desires to place an interLATA call using an Operator's assistance. At the caller's request, the Operator transfers the call to an interexchange carrier participating in an offering

of the LSP similar to SWBT's "0- Transfer" service offering. LSP agrees to obtain all necessary compensation arrangements between LSP and participating carriers.

I. **CALL BRANDING** - The process by which an Operator, either live or recorded, will identify the operator service provider. This service shall be available only under the following terms and conditions:

1. LSP obtains the requisite Carrier Identification Code (CIC) from Bellcore or the designated assigning entity; and
2. LSP pays for facilities upgrades necessary to provide branding of the services hereunder; or
3. LSP uses dedicated facilities or trunk groups to connect to SWBT facilities.

J. **OTHER OPERATOR ASSISTANCE SERVICES**

1. **LINE STATUS VERIFICATION** - A service in which the caller asks the Operator to determine the condition of an access line.
2. **BUSY LINE INTERRUPT** - A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy Line Interrupt charge will apply even if the parties interrupted refuse to terminate the conversation in progress.
3. **HANDLING OF EMERGENCY CALLS TO OPERATOR** - To the extent the LSP's NXX encompasses multiple emergency agencies, SWBT will agree to query the caller on his/her community and to transfer the caller to the PSAP governing the caller's area. LSP must provide SWBT with the correct information to enable the transfer, and LSP shall indemnify SWBT for any misdirected calls.

### **III. RESPONSIBILITIES OF THE PARTIES**

- A. The LSP agrees that SWBT will be the sole provider of local and IntraLATA Toll Operator Services described in Sections I and II for the LSP's local service area(s) listed in Exhibit I at SWBT's operator offices beginning on the service effective date shown in Exhibit I. SWBT will provide the Operator Services, including AABS, only where the necessary physical facilities are available and in place and under conditions previously stated in this Appendix. Exhibit I is attached and is part of this Appendix.



- B. SWBT will provide and maintain such equipment as is required to furnish the Operator Services as described in this Appendix .
- C. The LSP will be responsible for providing and maintaining the equipment and facilities necessary for routing calls and signals to each SWBT operator office, including any dedicated facilities used by LSP to permit branding.
- D. Facilities necessary for SWBT to provide operator service to LSP shall be provided by the parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities.
- E. The LSP will promptly furnish all records required by SWBT to provide the Operator Services. Such records, or information, shall include LSP's end user's line number in addition to the ported number retained by LSP's end user where INP is employed. The LSP will provide the initial records by a date set by SWBT, in advance of the effective date specified in Exhibit I. The LSP will keep these records current by using reporting forms and procedures that are acceptable to SWBT, and will inform SWBT in advance of any changes to be made in such records. SWBT will specify the required interval for such advance notice. LSP will provide all records and changes to records to SWBT in writing or in any other mutually agreeable format. SWBT agrees to limit its use and distribution of any customer-specific information provided by Brooks to the performance of service under this Appendix, except upon such terms as may be agreed upon between Brooks and SWBT in writing.
- F. SWBT will accumulate and provide the LSP such data as necessary for the LSP to verify traffic volumes and bill its end users.
- G. The LSP will have the option of selecting the "Call Branding" phrase (as described in Exhibit II) to identify itself on each call, subject to final approval by SWBT.

#### IV. METHODS AND PRACTICES

SWBT will provide the Operator Services in accordance with the operator methods and practices in effect for SWBT at the time the call is made, unless otherwise agreed in writing by both parties.

#### V. BASIS OF COMPENSATION

Compensation shall be based on the rates in Exhibit II, BASIS OF COMPENSATION, which is attached and made part of this Appendix. The LSP may select to be billed on either the "Completed Billable Calls" or "SWBT Standard Work Seconds" basis. The